

23-

מדינת ישראל

משרד הממשלה

משרד
Dept. of Lands & Surveys

Nataniya. sandy land

Block 8273

(1939-1946)



מדינת
British Mandate

תקן מס' 6
6P/5/21(6)

23-

No. GP/5/21 (6)

DEPARTMENT OF LANDS & SURVEYS.

Nathanya Block N^o 8273 Parcels N^o 2 & 11

Sandy Land Area ^{114.098} 2.209 Tur. Kaem S/D

60

GPP. 7717-5000-20-5-32

BRING FORWARD		BRING FORWARD	
FOLIO	DATE	FOLIO	DATE
30	10/10/45	/	
30	28/1/46		
35	5-2-46		
	20-2-46		

No. GP/5/21 (6)

36
SD/1/2/5.

~~26th August, 1946.~~

17 (5) 8/21(2) 1946

Secretary,
District Town Planning Commission,
District Commissioner's Office,
Samaris District,
Nablus.

Subject :- Outline Scheme (Modification)
Bathanya.

Reference:- Your B/6 of 10th July, 1946.

The plan of the above mentioned scheme is returned
to you herewith.

I have no objection to the final approval of this
scheme provided the areas shown by me verged in red on the
plan referred to above are indicated as State Domains
GP/5/21(2) in respect of parcel No.1 of Blocks 8272, 8270,
8263, 8262, 8258, 8253, 8252, 8247 and GP/5/21(4) and
GP/5/21(6) in respect of parcels Nos.1, 2, 11 of Block
8273, on the final plan.

I should be obliged if a copy of the final plan
could be supplied to me for retention at this office.

W. M. Byrne

ACTING DIRECTOR.

Copy to: GP/5/21(2).
" " GP/5/21(4).
" " GP/5/21(6).

RC. *[Signature]*

1878

THE
OFFICE OF THE
TREASURER
OF THE
UNITED STATES

RECEIVED

DECEMBER 1878

THE
OFFICE OF THE
TREASURER
OF THE
UNITED STATES

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DECEMBER 1878

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BERNARD JOSEPH & Co.

ADVOCATES

DR. BERNARD JOSEPH

BARRISTER-AT-LAW & NOTARY PUBLIC

ZVI SHWARZ

ADVOCATE

P.O.B. 750 JERUSALEM

ברנרד جوزيف وشركاه

محامين

الدكتور برنارد جوزيف

محامي وكاتب عدل

مسي شوارتز محامي

القدس ص.ب. ٧٥٠

ברנרד "יוסף ושות'

עורכי-דין

ד"ר ברנרד יוסף

עורכין ונוטריון

צבי שורץ

עורכין

ירושלים ת.ד. 750

Jerusalem, 22nd November, 1945

P7/7/D

The Director of Land Settlement,
Jerusalem.

Sir,



Re: Your Ref. No.GP/5/21(6) -
Pardess Hagdud Inc.

I have the honour to revert to the earlier correspondence had in the above matter in respect of the lands of Umm Khalid, the lease of which is held by Pardess Hagdud Inc.

As I informed you at the time the said Company has for the last few years been in voluntary liquidation, and I am acting as its liquidator.

The only remaining asset of the company in Palestine is the said leasehold interest. There are no further claims outstanding against the Company, and in order to complete the liquidation, which has now been proceeding for a very considerable period, it is essential that this last remaining asset be disposed of.

The company consists of eight members, most of whom are ex-soldiers of the Allied Armies of the last war, who were granted the lease in question on easy terms in order to enable them to develop the demised area, which they have done.

In order to permit of a completion of the winding-up whilst safeguarding the interests of the shareholders I have in the past repeatedly suggested that the present lease be split up into eight separate leases identical in their terms and conditions to the one lease at present subsisting, and to be entered into between Government and the eight shareholders of the said leases. To achieve that purpose either new agreements of lease could be prepared or else appropriate portions of the present lease could be assigned to the eight shareholders.

A survey and parcellation scheme of the whole area was already prepared some time ago and has received the approval of the competent Town Planning Authorities at Nethanya.

It is my submission that Government's interests could not possibly be prejudiced by acceding to my present request, particularly so as individual lessees of Government would undoubtedly be better suited to develop the areas demised to them than is a juristic body in liquidation.

If any misgivings should be felt as to possible difficulties in collecting rentals on eight leases instead of on one lease, I am authorised by

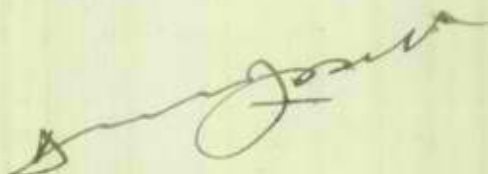
P.T.C.

the shareholders to offer that they do pay in advance, on the grant to them of separate leases, rent for a period of ten or more years, thus obviating any additional work which might be involved in the collection of rentals.

Moreover, if the lease were to be split up, as requested herein, I could complete the liquidation of the Company, which obviously cannot be continued for the remainder of the term of the lease, which has some further thirty-five years to run, and could finally proceed to wind-up the company's affairs.

In view of the foregoing I trust that you will reconsider the matter, and agree to the partitioning of the demised premises among the shareholders, either by way of the substitution of new leases or else by assignments of portions to the present lease to them.

I have the honour to be,
Sir,
Your obedient servant,



BERNARD JOSEPH.

EXTRA STRONG

FOR PALETTE

BRAND NEW

SUBJECT: OF LAND SETTLEMENT Hiring 873/1.

HIRING SERVICE

2 DEC. '44

HQ PALESTINE

Tel. 4651-Ext. 162

GP/21(6) Hoffman S/873/1/Hgs
24 Dec 44.

Director of Land
Settlement,
P.O.B. 189,
Jerusalem.

hm. Hassan

Reference your GP/ *GP/21(6)*
5/21(6) of 21 Dec 44. *32*

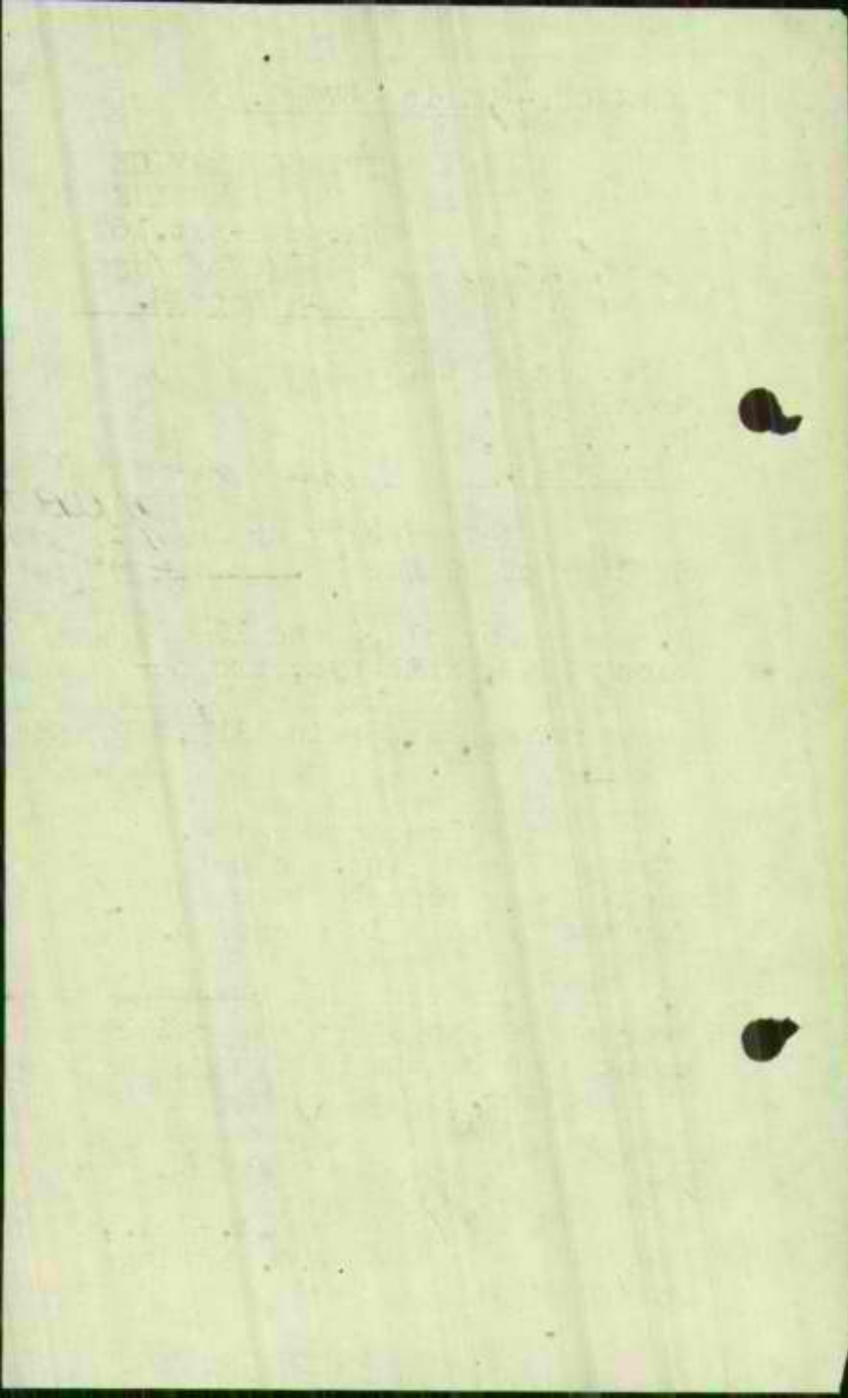
1. Parcels 2 and 11 of
block 8273, Nathanya, are oc-
cupied in whole by the WD, the
respective areas being 111,889 sqm
and 2,209 sqm.

2. The lessees Messrs.
Pardess Hagdud Inc. do not
require any rent to be paid
for the parcels in question.

3. The land was taken
over on 30 Jan 41 and is still
being used by the Military
Authorities.

GBF/TF

GP/21(6)
Lt.-Col.,
A.D. Hirings



GP/5/21(6)

21st December, 1944.

A.D. Hirings,
Jerusalem.

Subject:- Natanya Leave Camp.

I understand that parcels 2 and 11 of Block 8273 of Natanya which are State Domain leased to Messrs. Pardess Hagdud Inc. are now occupied in whole or in part by the Army, and shall be grateful if you will supply me with particulars regarding the period of occupation and whether rent was paid or is being paid by you to the above lessees.

MAURICE G. BENNETT
DIRECTOR OF LAND
SETTLEMENT.

Copy to GP/5/21(4).

*Note:
made to him "Am. & Arab"
in connection with
in Natanya. He
is used in future*

Wg. 23/1/44

Mr. Kantorovich

(2) I thought it was agreed with the knowledge of Mr. Benveniste that all State Domain files should be passed to this office section. It is later note of correspondence going on to be "An Courtant" with old works. Since 1942, this file has never been brought to the section. Could this be done to future work

32

rep. 33

(3)

22.1.44

[illegible]

BERNARD JOSEPH & Co.

ADVOCATES

Dr. BERNARD JOSEPH
Barrister-at-Law & Notary Public

ZVI SHWARZ
Advocate
Princess Mary Avenue

JERUSALEM

P.O.B. 750 — Telephone 4219
(two lines)

TEL-AVIV OFFICE
13, AHAD HAAM STREET
Telephone 2018

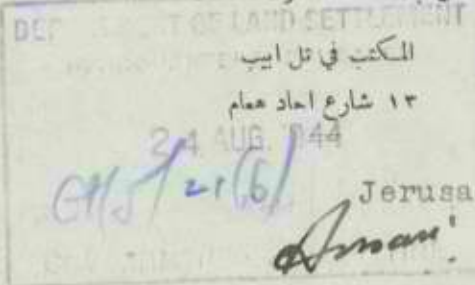
الدكتور برنارد جوزيف

محامي وكاتب عدل

صبي شوارتز محامي

شارع الاميرة ماري القدس

ص.ب. ٧٥٠ — تلفون ٤٢١٩



31 ברנרד יוסף ושות'

עורכי דין

ד"ר ברנרד יוסף

עורכי דין ונוטרי

צבי שורק

עורכי דין

רחוב הנסיכה מרי

ירושלים

ת.ד. 750 — טלפון 4219
(שני קוים)

משרד תל-אביב

רח' אחד העם 13

טלפון 2018

P7/2/A

Jerusalem, 24th Aug. 1944.

The Director of Land Settlement,
Jerusalem.

Sir,

We beg to acknowledge receipt of your letter of the 17th August, 1944, ref. No. GP/5/21(6), and wish to inform you that inasmuch as Dr. Joseph conducted the negotiations with you personally we thought it advisable to wait until his return from South Africa. Dr. Joseph is expected back about the middle of September. Upon his return we shall submit to him your letter and he will communicate with you with a view to reopening the case.

In the meantime we have asked our clients to prepare the required plan (amended).

Yours faithfully,

Z. Shwarz

BERNARD JOSEPH & CO.

100

GP/5/21(6)

17th August, 1944.

Gentlemen,

I have the honour to refer to your letter P7/1/A dated 27th July, 1944, in regard to the land of Umm Khalid, the lease of which is held by Messrs. Pardess Hagdud Inc. and I cannot see that there is any difference in your present proposal to that contained in your letter P/153/1/A of 11th September 1940, which was not approved by Government and whose decision was communicated to you under my letter No.GP/5/21(6) dated 10th October, 1940.

If there is any difference or there are any new reasons for Government re-opening this case, I shall be obliged if you will inform me and at the same time send a copy of the plan showing how you suggest the area leased should be divided up and the names and addresses of those persons who you ask should be permitted to enter into individual leases. I shall require four copies of the plan.

I am, Gentlemen,
your obedient servant.

(Sd) MAURICE C. BENNETT

DIRECTOR OF LAND
SETTLEMENT.

Messrs. Bernard Joseph & Co.,
P.O.B. 750,
Jerusalem.

P.

TEL-AVIV OFFICE
13 AHAD HAAM ST.
BINYANBI BANK
PHONE 2018

الدكتور برنارد جوزيف
محامي وكاتب عدل
مبنى شوارتس محامي
شارع الاميرة ماري القدس
م.س. ٧٥٠ تلفون ٤٢١٩

المكتب في تل اييب
١٣ شارع احاد همام

ברנרד י' וסטה ושות'

עורכי־דין

ד"ר ברנרד יוסף
עורך-דין ונוטריון

צבי שורץ
עורך-דין

יְרוּשָׁלַיִם

רחוב הנסיכה מרז
בנין ג'נרלי
ת.ד. 750 טלפון 4219

המשרד בתל-אביב
רח' אחד העם 10
בנייני בנק
מלסון 2018

יְרוּשָׁלַיִם

REF. P7/1/A



JERUSALEM

The Director of Land Settlement,
Jerusalem.

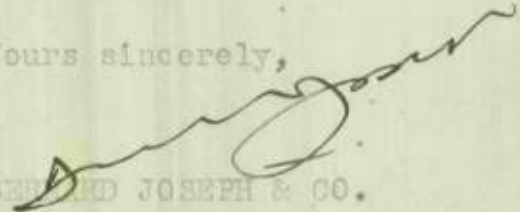
BY HAND

Dear Bennett,

to accede to their request.

So far as concerns the beach and the foreshore in front of the demised land, they would ask that Government grant a lease thereof to the members of Pardess Hagdud who have been responsible for the development of the whole Pardess Hagdud area and are the persons who would, for the most part, be making use of the beach and would be interested in its care and development. They would be prepared to incorporate themselves for that purpose, and have asked me to obtain further particulars from you on this subject if the question is now actual.

Yours sincerely,


BERNARD JOSEPH & CO.

W. L. L. L.

— P1 when know what are the Parcel
 and block numbers of S.D. included in
 the lease to Sanders Hagedub + BT into file
 GP/5/21(6) + the other files + copies of the
 parcels included in the lease

W. L. L.

D

The parcels included in the lease to
 Sanders Hagedub are:—

Block 4273	Parcel 2	Area = 111.889 a.	} GP/5/21(6)
"	" 11	2.209 a.	
		<u>Total: 114.098</u>	

File Hereinto pl.

Beach GP 5(21)(4)
 Parcel 1 Block 8273 20 a 656 m²
 see letter 80/114(3)/28-1-50

W. L. L.
 1/2/50

CE, 1934.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٤

سجل ضريبة الاملاك لقرية

Page

صفحة

٦٦

98921-40000-977.58-4 G.P.

square metres)

نوع الارض ومساحتها (تذكر المساحة بالذوات المترية والامتار المربعة)

11	12	13	14	15	16		(ground crop category of land planted with fruit trees صنف الارض للثمرة المثمرة)	Remarks ملاحظات
					Uncultivated land and forests Area الاراضي غير المزروعة والغابات مساحتها	Roads, Railways, Rivers and Lakes Area الطرق وسكك الحديد والبحيرات مساحتها		
Area ١١ المساحة	Area ١٢ المساحة	Area ١٣ المساحة	Area ١٤ المساحة	Area ١٥ المساحة	مساحتها ١٦ مساحتها	مساحتها ١٧ مساحتها	مساحتها ١٨ مساحتها	مساحتها ١٩ مساحتها
11 شماره	12 شماره	13 شماره	14 شماره	15 شماره	16 شماره	17 شماره	18 شماره	19 شماره

27

Final Report by the State Domain
Committee on the disposal of cer-
tain beaches in the Tulkarm S/D.

We refer to our interim report, dated 7th July, 1943, on the subject of beaches and forward herewith a draft form of agreement for their lease for consideration by the Law Officers and approval for general application. This form includes restrictions in respect of the construction of buildings and other erections, certain of the conditions which it was proposed to insert in the Protection of the Sea Coast Ordinance and provision for the maintenance of any existing rights of way.

2. As regards the two specific cases referred to us,

(a) Serial No.3 in Tulkarm State Domain Committee's Report, relates to nine parcels in the vicinity of Natanya. It has been ascertained that all these parcels, particulars of which are below are within the jurisdiction of the Local Council of Natanya in accordance with the order published in Palestine Gazette No.1063 of 12th December, 1940 :-

<u>Block No.</u>	<u>Parcel No.</u>	<u>Area Duns.M²</u>	<u>State Domain No.</u>	<u>Cate- gory</u>	<u>Description</u>
8273	1	20.656	GP/5/21(4)	Miri	Foreshore
8272	1	52.065	(2)	"	"
8270	1	42.392	(3)	"	"
8263	1	21.776	(12)	"	"
8262	1	15.330	(11)	"	"
8258	1	24.551	(10)	"	"
8253	1	39.967	(7)	"	"
8252	1	33.139	(9)	"	"
8247	1	<u>28.781</u>	(8)	"	"
Total :		<u>278.657</u>			

RURAL PROPERTY TAX ORDINANCE, 1935.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٥
פקודת מס הכנסה החקלאי, 1935.

Notice of hearing of appeal under section 24 (1).

אשר בשם הנזכר בנظر في استئناف مقدم وفقاً للفقرة (1) من المادة 24
הודעה על בירור ערעור עפ"י סעיף 24 (1).

To :

Mr.

חברה
למס

Address

העنوان
הכתוב

Please note that your appeal, dated _____, against the decision of the District Officer Tax Distribution Committee in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

الرجاء ان تحيطوا علماً بان استئنافكم المودع في
بشأن جدول توزيع الضريبة في قرية _____
في (التاريخ) _____
سيُنظر فيه في _____
الساعة _____
ق. ظ / ب. ظ

لذلك يقتضي عليكم بمقتضى الفقرة 2 (أ) من المادة 24 ان تدفعوا فوراً الى قائم مقام قضاء
كتأمين على الرسوم والمصاريف واعلمكم انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ النظر في الاستئناف المعلن اعلاه فلا ينظر في الاستئناف
وتحذركم وفقاً للفقرة 2 (ب) من المادة 24 انكم اذا تخلفتم عن الحضور حسبما هو مذكور فيجوز اصدار القرار الذي يرى
من الصواب اصداره رغم غيابكم

لهذا يدعى لك في يوم _____
بشעה _____
أخيراً/لפת"צ אכר
ב (המקום) את ערעורך מתאריך _____
על החלטת _____
מקור המחוז
הועדה לחלוקת המס בענין רשימת חלוקת המס לכפר _____

הנך נדרש בזה עפ"י סעיף 24 (2) (א) לשלם סיד לפקיד המחוז של נפת _____ סך שני פונט
כפקדון לחשבון הוצאות הבירור ותריני מודיעך בזה כי כאם לא תשלם את הסכום ולעיל לפני התאריך הנזכר לעיל
לא יבררו את ערעורך.

בזה מתרים כך עפ"י סעיף 24 (2) (ב) כי אם לא תופיע כפי שצוית יהא אפשר לקבל החלטה שלא בפניך.
בכל אשר ימצא לראוי.

Date : _____ התאריך _____
יום _____
Signature : _____
החתימה

DISTRICT COMMISSIONER,
DISTRICT.

חאכר לואה المنطقة
موشل מחוז

Copy to : District Officer. Respondents.
Tax Distribution Committee.

نسخة الى قائم مقام قضاء
لجنة توزيع الضريبة المستأنف عليهما
لפקיד המחוז
הענק הועדה לחלוקת המס משיבים

Parcel 1 of Block 8273, however, abuts on land which is leased to Messrs. Pardess Hagdud. Under the original agreement dated 4th July, 1932, the parcel was leased to Messrs. Hanote'a Ltd., but under an assignment dated 16th April, 1943, the lease was transferred to Messrs. Pardess Hagdud Inc. (Chief Secretary's file No. L/1/33 refers). This Company is now in financial difficulties and there is a question of a further assignment of the lease. In the circumstances we recommend that no action should be taken in connection with this parcel for the time being.

(b) Serial Nos. 12 to 17 of the Tulkarm State Domain Inspection Committee's Report, to which reference is made in para. 3 of our interim report, the Director of Land Settlement has verified that Parcel 45 of Block 8322 was omitted only because the Certificate of Registration had not been recorded at the time and we therefore recommend that this parcel should be leased to the Jewish National Fund with the remainder of this strip of beach.

Copy to: GP/5/21(6).

31st July, 1943.

WT.

MODEL LEASE FOR BEACHES

THIS AGREEMENT made this

day of One thousand nine hundred and
forty two between the Director of Land Settlement
for and on behalf of the Government of Palestine
(hereinafter called the Lessor) of the first part

and.....

(hereinafter called the Lessee) of the second part.

Whereas the Lessor is seized of certain land
in..... village in the Sub-District of.....
in the District of Palestine.

AND WHEREAS the land is a sandy beach lying
between the high-water mark of the Mediterranean Sea
and the hinterland of Palestine.

AND WHEREAS the Lessee desires to develop the
land for recreation and such other purposes as may
from time to time be approved by the Lessor in writing.

THIS AGREEMENT WITNESSETH.

1. In consideration of the rents and covenants on
the part of the Lessee hereinafter reserved and contained
the Lessor doth demise unto the Lessee all that Miri
land described hereunder :-

Block	Parcel	Area (more or less)	Registration
No.	No.	Dunums Square metres	Deed No. : Date
:	:	:	:
:	:	:	:
:	:	:	:
:	1/2	:	:

Having a total area of.....
.....dunums and.....square
metres be the same more or less and situated in.....
.....in the Sub-District of..... and registered in

RURAL PROPERTY TAX ORDINANCE, 1935.

1935. 18/10

Notice of hearing of appeal under section 24 (1).

18/10
18/10
18/10

To :

Mr.

Address

18/10
18/10
18/10

Please note that your appeal, dated _____, against the decision of the District Officer _____ in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the Sub-District Officer, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

18/10
18/10
18/10

18/10
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18/10

18/10
18/10
18/10

the name of the High Commissioner in trust for the Government of Palestine in the Land Registry of..... under the Deed Number shown above and more particularly described in the plans annexed hereto and thereon delineated in pink (hereinafter called the said land). TO HOLD the same unto the Lessee for the term of..... years from the.....day of ~~the~~to ~~day~~day of..... PAYING THEREFOR a yearly rent during the said term of..... Palestine Pounds (£P.....) payable yearly in advance on the.....day ofin every year the first payment of..... Palestine Pounds and.....mils (£P.1.....mils), being due upon the execution hereof and being in respect of the period from the day of..... 19....to the.....day of.....19....

2. THE LESSEE hereby for himself his successors and assigns covenants with the Lessor :

(1) THAT he will during the continuance of the said term hereby created pay the said annual rent hereinbefore reserved and made payable at the time and in the manner at and in which the same is hereinbefore reserved and made payable without any deduction.

(2) AND ALSO that he will not assign, underlet, mortgage or otherwise dispose of or charge his interest in the said land or any part thereof without the prior written consent of the Lessor, who may in his sole discretion grant or refuse such consent

(3) AND ALSO that he will within twelve months of his being required by the Lessor so to do

RURAL PROPERTY TAX ORDINANCE, 1935.

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

Notice of hearing of appeal under section 24 (1).

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

To :

Mr.

Address

الحي
الحي
الحي

Please note that your appeal, dated

of the District Officer in respect of the Tax Distribution List for the village of

will be heard by me at

on at a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the

District Officer, Sub-District, the sum of Two Pounds as a deposit on

account of costs, and you are hereby notified that on failure to pay such amount prior to

the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to

attend as directed, a decision on the appeal may, in your absence, be made as may be

deemed right.

القري في الريفية

(كان)

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

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١٩٣٥ لسنة في القري في الريفية

١٩٣٥ لسنة في القري في الريفية

submit for the approval of the appropriate Regional Town Planning Commissioner a detailed Town Planning Scheme in respect of the land hereby demised satisfying the requirements of that Commission.

- (4) AND ALSO that he will not construct any wall, groyne, jetty, pier or other building or make any ^{alteration} ~~alteration~~ or addition to any such building upon the said land or in the sea adjacent thereto save in accordance with an approved Town Planning Scheme and with the prior written permission of the Director of Public Works who may require the Lessee to furnish him with plans and descriptions of the proposed work and may in his discretion grant permission for the proposed work subject to such modifications, if any, as he may deem necessary or may prohibit the proposed work. Such permission may be granted upon condition that if at any time in the opinion of the Director of Public Works any operation authorised thereunder causes damage ~~to~~ or appears likely to cause damage to property it may forthwith be revoked without the payment of compensation in respect of any ^{operation} ~~alteration~~ undertaken or any expense incurred during the period for which it was ~~made~~ in force.

- (5) AND ALSO that he will at all times keep and maintain in a good state of repair all ^{erections and} ~~buildings~~ ^{erected} on the said land and that all building operations and all acts performed during the term hereby created shall be in

RURAL PROPERTY TAX ORDINANCE, 1935.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٥
פקודת מס הכנסה החקלאי, 1935.

Notice of hearing of appeal under section 24 (1).

اشعار بشأن النظر في استئناف مقدم وفقاً للفقرة (١) من المادة ٢٤
הודעה על בירור ערעור עפ"י סעיף 24 (1).

To :

Mr.

حضرة
السيد

Address.

العنوان
المكتبة

Please note that your appeal, dated _____, against the decision of the District Officer Tax Distribution Committee in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24(2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24(2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

الرجاء ان تحيطوا علماً بان استئنافكم المودع في
بشأن جدول توزيع الضريبة في قرية _____
في (التاريخ) _____ سينظر فيه في _____
الساعة _____ ق. ط. / ب. ط.

لذلك يقتضي عليكم بمقتضى الفقرة ٢ (أ) من المادة ٢٤ ان تدفعوا فوراً الى فائقام قضاء
كتأمين على الرسوم والمصاريف واعلمكم انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ النظر في الاستئناف المبين اعلاه فلا ينظر في الاستئناف
وتحذركم وفقاً للفقرة ٢ (ب) من المادة ٢٤ انكم اذا تخلفتم عن الحضور حسبما هو مذكور فيجوز اصدار القرار الذي يرى
من الصواب اصداره رغم غيابكم

لחוי ידוע לך כי ביום _____ בשעה _____ אחה"צ/לפח"צ אכרר
ב (המקום) את ערעורך מתאריך _____
על החלטת פקיד המחוז הועדה לחלוקת מס בענין רשימת חלוקת המס לכפר _____

הנך נדרש כזה עפ"י סעיף 24 (2) (א) לשלם סיד לפקיד המחוז של נפת _____ סך שני פונט
כפקדון לחשבון הוצאות הבירור והריני מודיעך כזה כי באם לא תשלם את הסכום דלעיל לפני התאריך הנזכר לעיל
לא יבררו את ערעורך.

כזה מתרים כך עפ"י סעיף 24 (2) (ב) כי אם לא תופיע כפי שצוית יהא אפשר לקבל החלטה שלא בפניך.
ככל אשר ימצא לראוי.

Date : _____ התאריך _____ יום _____ Signature : _____ התوقيع _____ החתימה

DISTRICT COMMISSIONER,
DISTRICT.

חאקם لواء المنطقة
موشل מחוז

Copy to : District Officer. Tax Distribution Committee. Respondents. نسخة الى فائقام قضاء لجنة توزيع الضريبة المستأنف عليهما

העתק לפקיד המחוז משיבים
לועדה לחלוקת המס

accordance with all laws regulations or
orders for the time being in force relating
^{the regulation}
to buildings.

*And also that when
any person enjoys
rights of way across
the over the said
land he will at all
times allow the
continuance of the
enjoyment of such
rights by such
person.*

(6) AND ALSO that he will at all times allow the public free right of ~~any~~ way across the said land in any direction and will allow the public to land from and draw up boats upon the said land provided that nothing in this clause shall be construed to mean that any persons other than the Lessee shall have the right to keep and maintain boats upon the said land.

(7) AND ALSO that he will permit the Lessor or any persons authorised by him at all times to enter on the said land hereby demised ^{any building or building under construction} to inspect the same without hindrance by the Lessee.

meaning not to be built

(8) AND ALSO that he will at the determination of the said term hereby created quietly yield up unto the Lessor in a good condition without compensation the said land together with all buildings additions and improvements made thereto in the meantime and all fixtures which at any time during the said term shall be upon the said land.

(9) AND ALSO that he will pay interest on all sums payable under this Agreement which shall be in arrear at the rate of ^{three} six per centum per annum from the date when payment is due.

(10) AND ALSO that he will ^{pay} all taxes, rates, assessments and outgoings whatsoever now and at any time ~~whereafter~~ during the said term

RURAL PROPERTY TAX ORDINANCE, 1935.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٥
 פקודת מס הרכוש החקלאי, 1935.

Notice of hearing of appeal under section 24 (1).

اشعار بشأن النظر في استئناف مقدم وفقاً للفقرة (١) من المادة ٢٤
 הודעה על בירור ערעור עפ"י סעיף 24 (1).

To :

Mr.

حضرة
 لمر

Address

العنوان
 הכתוב

Please note that your appeal, dated _____, against the decision of the District Officer Tax Distribution Committee in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24(2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24(2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

الرجاء ان تحيطوا علماً بان استئنافكم المودع في
 بشأن جدول توزيع الضريبة في قرية
 في (التاريخ) الساعة _____ ق.ظ / ب.ظ
 سيُنظر فيه في
 ضد قرار لجنة توزيع الضريبة
 قائم مقام قضاء (مكان)

لذلك يقتضي عليكم بمقتضى الفقرة ٢ (أ) من المادة ٢٤ ان تدفعوا فوراً الى قائم مقام قضاء
 كتأمين على الرسوم والمصاريف واعلمكم انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ النظر في الاستئناف المبين اعلاه فلا ينظر في الاستئناف
 وتخذركم وفقاً للفقرة ٢ (ب) من المادة ٢٤ انكم اذا تخلفتم عن الحضور حسبما هو مذكور فيجوز اصدار القرار الذي يرى
 من الصواب اصداره رغم غيابكم

لهذا يدعى لك في يوم _____
 (المكان) את ערעורך מתאריך _____
 על החלטת פקיד המחוז הועדה לחלוקת מס בענין רשימת חלוקת המס לכפר _____
 הנך נדרש בזה עפ"י סעיף 24 (2) (א) לשלם מיד לפקיד המחוז של נפת _____ סך שני פונט
 כפקדון לחשבון הוצאות הכירור והריני מודיעך בזה כי באם לא תשלם את המסום דלעיל לפני התאריך הנזכר לעיל
 לא יכדור את ערעורך.

בזה מתרים כך עפ"י סעיף 24 (2) (ב) כי אם לא תופיע כפי שצוית יתא אפשר לקבל החלטה שלא בפניך.
 ככל אשר ימצא לראוי.

Date : _____ Signature : _____
 יום _____

DISTRICT COMMISSIONER,
 DISTRICT.

חאקם لواء المنطقة
 מושל מחוז

Copy to : District Officer. Respondents.
 Tax Distribution Committee.

نسخة الى قائم مقام قضاء
 لجنة توزيع الضريبة
 المستأنف عليهما
 لفكيد המחוז
 העתק לוועדה לחלוקת מס משיבים

payable in respect of the said land or ^{or} any building thereon and it is hereby declared that the Lessor shall not be liable to pay any tax, ^{rate} assessment or other payment whatsoever either in respect of the said land or any building thereon.

(11) AND ALSO that he will maintain the said land ^{in a proper state of cleanliness} in a proper state of cleanliness and will ensure the maintenance of the said land ^{in a sanitary condition} in a ~~sanitary~~ sanitary condition to the satisfaction of the Director of Medical Services.

(12) AND ALSO that all sanitary installations water and drainage systems now or hereafter installed in or upon the said land shall be approved by the Director of Medical Services and the Lessee will maintain and keep in good repair to the satisfaction of the Director of Medical Services all such sanitary installations water and drainage systems.

3. AND ALSO the Lessee will from time to time and at all times hereafter until the expiration of this lease effectually keep indemnified the said Lessor from all actions and other proceedings arising out of any unlawful act of the Lessee which shall be commenced or presented against the said Lessor and all costs losses damages and expenses which he shall incur or suffer by reason of such actions and proceedings being commenced or presented as aforesaid.

4. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent

RURAL PROPERTY TAX ORDINANCE, 1935.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٥
 פקודת מס הרכוש החקלאי, 1935.

Notice of hearing of appeal under section 24 (1).

اشعار بشأن النظر في استئناف مقدم وفقاً للفقرة (١) من المادة ٢٤
 הודעה על בירור ערעור עפ"י סעיף 24 (1).

To :

Mr.

حضرة
 لمر

Address

العنوان
 הכתוב

Please note that your appeal, dated _____, against the decision of the District Officer Tax Distribution Committee in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24(2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24(2)(b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

الرجاء ان تحيطوا علماً بان استئنافكم المودع في
 بشأن جدول توزيع الضريبة في قرية
 في (التاريخ) الساعة _____ ق.ط. / ب.ط.
 قاتنم قضاء
 ضد قرار لجنة توزيع الضريبة
 (مكان) سينظر فيه في

لذلك يقتضي عليكم بمقتضى الفقرة ٢ (أ) من المادة ٢٤ ان تدفعوا فوراً الى قاتنم قضاء مبلغ جنيهين كضمان على الرسوم والمصاريف واعلمكم انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ النظر في الاستئناف المبين اعلاه فلا ينظر في الاستئناف وتحددكم وفقاً للفقرة ٢ (ب) من المادة ٢٤ انكم اذا تخلفتم عن الحضور حسبما هو مذكور فيجوز اصدار القرار الذي يرى من الصواب اصداره رغم غيابكم

להוי ידוע לך כי ביום _____ בשעה _____ אחה"צ/לפח"צ אכרר
 ב (המקום) את ערעורך מהארץ

על החלטת _____ עקד המחוז בענין רשימת חלוקת המס לכפר
 הנך נדרש בזה עפ"י סעיף 24 (2) (א) לשלם מיד לעקד המחוז של נפת _____ סך שני פונט כפקדון לחשבון הוצאות הבירור והריני מודיעך בזה כי באם לא תשלם את הסכום דלעיל לפני התאריך הנזכר לעיל לא יבררו את ערעורך.

בזה מתרים כך עפ"י סעיף 24 (2) (ב) כי אם לא תופיע כפי שצויית יהא אפשר לקבל החלטה שלא בפניך, ככל אשר ימצא לראוי.

Date : _____ התאריך יום _____ Signature : _____ התوقيع חתימה

DISTRICT COMMISSIONER,
 DISTRICT.

حاكم لواء المنطقة
 بوشل מחוז

Copy to : District Officer. Tax Distribution Committee. Respondents. نسخة الى قاتنم قضاء لجنة توزيع الضريبة المستأنف عليهما
 העתק לעקד המחוז משיבים
 לעדה לחלוקת המס

in the manner aforesaid and such rent shall remain unpaid for the period of sixty days or the Lessee ~~sh~~ shall fail to observe and perform any of the provisions of this Agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the said land and thereafter possess the said land as though this Agreement had never been made PROVIDED THAT

- (a) Re-entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this Agreement to which he may be subject at the date of such re-entry.
- (b) The Lessor shall not re-enter upon the said land for a breach of this Agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee in writing and the Lessee has during the period of sixty days from the date of notice failed to remedy such breach.

5. AND the Lessor hereby covenants with the Lessee that the Lessee paying the said yearly rent hereinbefore reserved and performing all the covenants and agreements on the part of the Lessee herein contained may quietly hold the said land during the continuance of the said term without any interruption by the Lessor or any persons claiming under him.

6. Nothing in this Agreement shall confer on the Lessee the right to antiquities or to minerals found in or below the surface of the said land hereby demised to work any mines therein and such mines, minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor and any person duly authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found in or on the said land.

RURAL PROPERTY TAX ORDINANCE, 1935.

قانون ضريبة الاملاك في القرى لسنة ١٩٣٥
פקודת מס הרכוש החקלאי, 1935.

Notice of hearing of appeal under section 24 (1).

اشعار بشأن النظر في استئناف مقدم وفقاً للفقرة (١) من المادة ٢٤
הודעה על בירור ערעור עפ"י סעיף 24 (1).

To :

Mr.

حضرة
لأمر

Address

العنوان
المكتبة

Please note that your appeal, dated _____, against the decision
of the District Officer Tax Distribution Committee in respect of the Tax Distribution List for the village of _____
will be heard by me at _____ (place)
on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24(2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24(2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

الرجاء ان تحيطوا علماً بان استئنافكم المودع في
بشأن جدول توزيع الضريبة في قرية _____
في (التاريخ) _____ الساعة _____ ق.ط. / ب.ط.
سيُنظر فيه في _____
لذلك يقتضي عليكم بمقتضى الفقرة ٢ (أ) من المادة ٢٤ ان تدفعوا فوراً الى قائم مقام قضاء _____ مبلغ جنهين
كتأمين على الرسوم والمصاريف واعلمكم انكم اذا تخلفتم عن دفع هذا المبلغ قبل تاريخ النظر في الاستئناف المبين اعلاه فلا ينظر في الاستئناف
وتخلفتم وفقاً للفقرة ٢ (ب) من المادة ٢٤ انكم اذا تخلفتم عن الحضور حسبما هو مذكور فيجوز اصدار القرار الذي يرى
من الصواب اصداره رغم غيابكم

لهذا يدعى لך כי ביום _____ בשעה _____ אחה"צ/לפח"צ אכרר
ב (המקום) את ערעורך מתאריך _____
על החלטת _____ פקיד המחוז
הועדה לחלוקת המס בענין רשימת חלוקת המס לכפר _____

הנך נדרש בזה עפ"י סעיף 24 (2) (א) לשלם מיד לפקיד המחוז של נפת _____ סך שני פונט
כפקדון לחשבון הוצאות הכירור וחריני מודיעך בזה כי באם לא תשלם את המסום דלעיל לפני התאריך הנזכר לעיל
לא יבררו את ערעורך.

בזה מתרים כך עפ"י סעיף 24 (2) (ב) כי אם לא תופיע כפי שצוית יהא אפשר לקבל החלטה שלא בפניך.
ככל אשר ימצא לראוי.

Date : _____ התאריך _____ יום _____ Signature : _____ התوقيع _____ חתימה

DISTRICT COMMISSIONER,
DISTRICT.

חאקם لواء المنطقة
موشل מחוז

Copy to : District Officer. Tax Distribution Committee. Respondents. نسخة الى قائم مقام قضاء _____ لجنة توزيع الضريبة _____ المستأنف عليهما

העתק לפקיד המחוז _____ משיבים
לועדה לחלוקת המס

7. If the Lessor shall require the said land or any part thereof for the purpose of a work of public utility or for the excavation or preservation of any antiquity or exploitation of any minerals then and in such case it shall be lawful for the Lessor or any persons duly authorised by him in that behalf to re-enter on the said land and peaceably to hold and enjoy the same as if these presents had not been made. PROVIDED that the Lessee shall be entitled to compensation for improvements or abatement of rent or both in respect of any lands of the use of which he is deprived in accordance with this clause.

8. If the Lessee shall commence, continue or complete any of the operations mentioned in Clause 2(4) hereof contrary to the provisions of that Clause or shall allow such operations to be commenced, continued or completed the Lessor may order the Lessee to remove any work erected or alterations made to existing work in contravention of Clause 2(4). If the Lessee shall fail to execute such an order the Lessor may at any time subsequent to the issue of the order do all things necessary for the execution of such order and recover the cost thereof as a civil debt from the Lessee, provided that the Lessor's remedies contained in this Clause shall be in addition to and not in place of the other Lessor's remedies contained elsewhere in this Agreement.

9. AND it is hereby agreed between the parties that they will dispense with the service of any notarial notice and agree to accept a registered letter addressed through the post as good and suf-

RURAL PROPERTY TAX ORDINANCE, 1935.

תאריך: 1935

מקום: הרשות המקומית

Notice of hearing of appeal under section 24 (1).

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

הודעה על כוונתו של ה"מ"מ 24 (1)

To :

Mr.

Address

הודעה
התלן
המחנה

Please note that your appeal, dated _____, against the decision

of the District Officer _____ in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place)

on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the

District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on

account of costs, and you are hereby notified that on failure to pay such amount prior to

the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to

attend as directed, a decision on the appeal may, in your absence, be made as may be

deemed right.

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

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התלן באתר הנ"ל, ובהודעה (1) מיום 1935

התלן באתר הנ"ל, ובהודעה (1) מיום 1935

ficient notice of any claim or demand under this Agreement.

IN WITNESS WHEREOF the parties hereto

have hereunder set their hands the day and year first above written.

Signed by the Director of
Land Settlement for and
on behalf of the Govern-
ment of Palestine.

In the presence of :

The common Seal of the
..... was hereto affixed

In the presence of :

I hereby certify that on the

day of there appeared before me the
above named

and being identified by

acknowledged the seals or signatures on this deed
to be theirs and that they freely and voluntarily
executed this deed and understand its contents.

REGISTRAR OF LANDS,
.....SUB-DISTRICT.

RURAL PROPERTY TAX ORDINANCE, 1935.

1935
1935

Notice of hearing of appeal under section 24 (1).

1935
1935

To :

Mr.

Address

1935
1935

Please note that your appeal, dated _____, against the decision

of the District Officer _____ in respect of the Tax Distribution List for the village of _____

will be heard by me at _____ (place) _____ on _____ a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the

District Officer, the sum of Two Pounds as a deposit on

account of costs, and you are hereby notified that on failure to pay such amount prior to

the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to

attend as directed, a decision on the appeal may, in your absence, be made as may be

deemed right.

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This Deed was registered under Deed
 No.....on theday of
 in the Land Registry of.....and the
 Register of.....Town or Village Volume
 No.....Folio No.....

Registration Fees amounting to £P.....mils
 were paid vide Receipt No.....of.....

Registration of this deed does not guaran-
 tee the title to the land therein referred to.

REGISTRAR OF LANDS,
 SUB-DISTRICT.

31st July, 1943.

WT.

RURAL PROPERTY TAX ORDINANCE, 1935.

١٩٣٥ لسنة ١٩٣٥
قانون ضريبة الملاك في القرى والمناطق

١٩٨٥. قانون دس הכנסה המקומית

Notice of hearing of appeal under section 24 (1).

٢٤ (١) من الماد ٢٤
التي تنص على أن استئناف
القرار على قرار من
٢٤ (١) من الماد ٢٤

To :

Mr.

Address

القرية
٢٤
القرية

Please note that your appeal, dated _____, against the decision of the District Officer _____ in respect of the Tax Distribution List for the village of _____ will be heard by me at _____ (place) on _____ at _____ a.m./p.m.

You are hereby required in accordance with section 24 (2) (a) to pay forthwith to the District Officer, _____ Sub-District, the sum of Two Pounds as a deposit on account of costs, and you are hereby notified that on failure to pay such amount prior to the above mentioned date of hearing your appeal will not be heard.

You are hereby warned in accordance with section 24 (2) (b) that on your failure to attend as directed, a decision on the appeal may, in your absence, be made as may be deemed right.

٢٤ (١) من الماد ٢٤
التي تنص على أن استئناف
القرار على قرار من
٢٤ (١) من الماد ٢٤

القرار

٢٤ (١) من الماد ٢٤
التي تنص على أن استئناف
القرار على قرار من
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القرار على قرار من
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التي تنص على أن استئناف
القرار على قرار من
٢٤ (١) من الماد ٢٤

DISTRICT COMMISSIONER,
DISTRICT.

٢٤ (١) من الماد ٢٤
التي تنص على أن استئناف
القرار على قرار من
٢٤ (١) من الماد ٢٤

District Officer,
Copy to : Tax Distribution Committee.
Respondents.

٢٤ (١) من الماد ٢٤
التي تنص على أن استئناف
القرار على قرار من
٢٤ (١) من الماد ٢٤

Points against permitting the proposed assignment

1. ~~Bad~~ Additional trouble and expense involved in collecting rents

2 Increased difficulty of ensuring that ~~some~~ the covenants of the lease are observed when there is a number of lessees.

Reduced security since the company would be replaced by a number of individuals who, although financially sound at present, might not always be so.

4. The principle is bad since if it is carried to its logical conclusion Government might find itself the landlord of a vast number of ridiculously small holdings which would only be managed at ~~enormous~~ heavy and unjustified expense.

5 The precedent is bad since the application might be followed by others from the K.K.L. and P.L.D.C. etc, which would be difficult to refuse

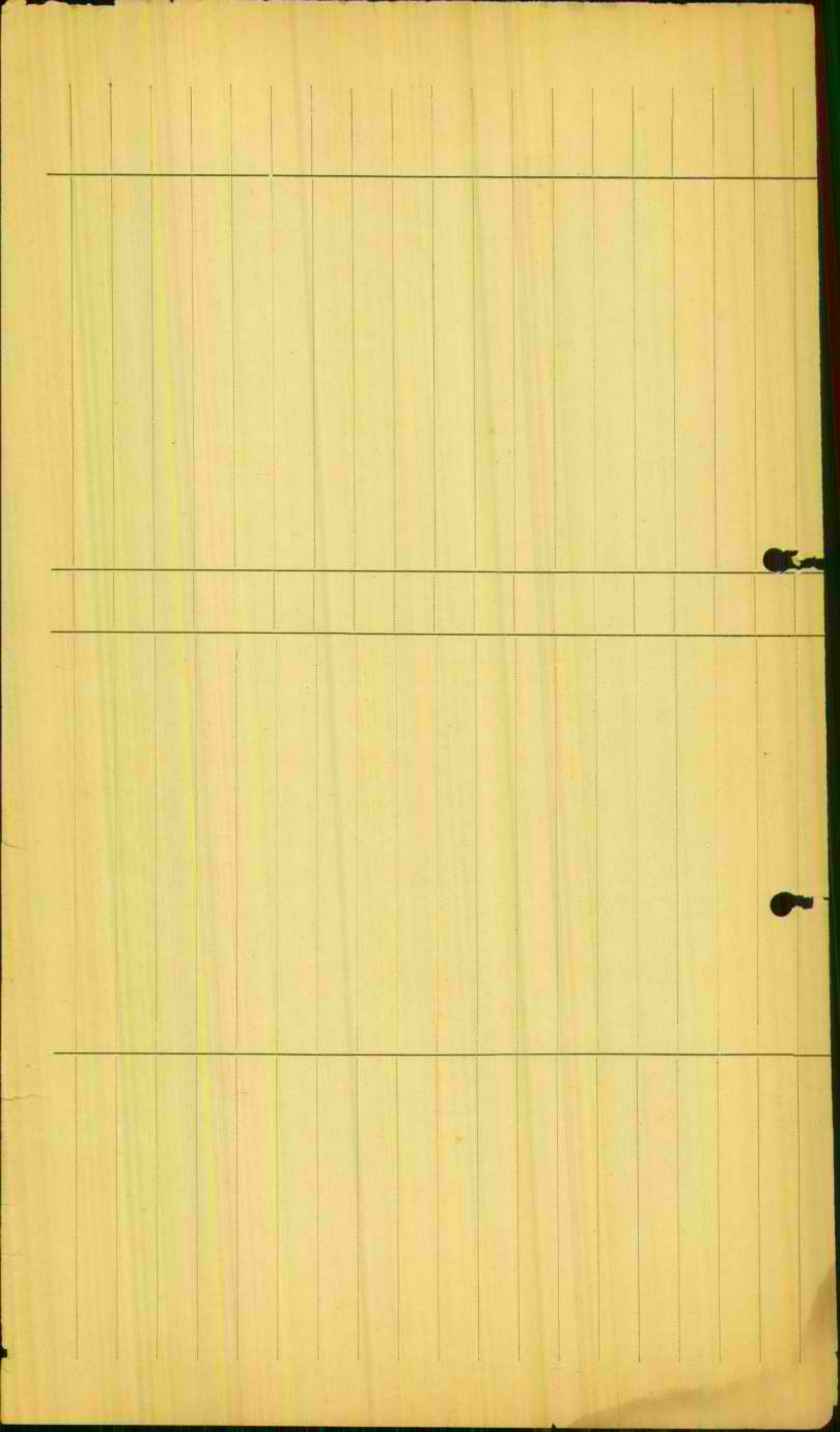
6 I doubt whether there is any legal precedent for such an assignment! I think that the effect desired by Dr. B. Joseph

could only be obtained by the
surrender of the existing lease and
the grant of new leases by Govt.
There can be no obligation on Govt.
to agree to this.

1. The lease provides for the
reassessment of rent at certain
intervals and I can foresee
complications if the assignment
is permitted.

NOTE. The rent falls
due to be reassessed in 1952 and
not 1942 as I think you mentioned
In all future leases to companies
I suggest we should provide for
termination automatically if the
company goes into voluntary or
compulsory liquidation.

JHB
18 Sept. 1940.



SAND DUNES LEASED BY GOVERNMENT TO

PARDES HAGDUD INC.
(now in voluntary liquidation)

SCHEDULE OF PARTITION AMONG MEMBERS OF PARDES HAGDUD INC.

TOWN PLANNING SCHEME NO. 108

NAME	PLOT NUMBERS	NUMBER OF PLOTS	SQUARE METRES (Approximately)
1. S. Friedlander	29,30,31,32,33,34,35,36,37, 38,39,40.	12	11.770
2. P. Caplan	22,23,24,25,26,27,28,42,43, 44,45,46.	12	12.071
3. J. Trachtenberg	17,18,19,20,21,47,48,49,50, 51,52.	11	12.418
4. J.J.Jacobs or M.Machness	11,12,13,15,16,54,56,57,58, 59,69,70.	12	13.864
5. A. Herr	9, 10,14,60,72.	5	6.191
6. A. Friedman	6, 7,8,61,62,63.	6	6.012
7. N. Lipman	3, 4,5,67,68,71.	6	6.296
8. P. Toback	1, 2,64,65,66.	5	6.175

~~Hub~~

This is the plan asked for
in (6). — at (19)
Feb. 10/8/40

Dr. Bower kept calling me and insisting that
his dients were in an impossible position & urged
this land the ^{voluntary} liquidation of 15 ^{voluntary} acres Haydon.
He never submit public proposals for the parcels
He never ideas in among the 8 members
layers to murder any by the supporters but would
make no promises or did not likely else.
6.9.46 M.B.

NATHANYA TOWN PLANNING AREA.

19a

SCHEME No. 108 - PARDESS HAGDUD SAND DUNES.

CONDITIONS.

Scheme submitted in accordance with the provisions of the Town Planning Ordinance 1936, and the Nathanya Outline Town Planning Scheme.

I. NAME. The scheme shall be known as Scheme 108 - Parcelation of Pardess Hagdud Sand Dunes.

II. AREA. The area of the scheme is 114,034 dunams. The net area of parcels is 74, 800 dunams, out of which 4 dun. are sites for public buildings. The area of roads and open spaces is 39 dunams.

III. LIMITS OF SCHEME. The boundaries of the scheme are:

North: Beek Hefer.

South: Road No. 17

East: Land of Pardess Hagdud; parcels Nos. 40, 41, 42, 44, 45 and 47.

West: Mediterranean Sea.

IV. OBJECT OF SCHEME. The object of the scheme is to make provision for the allotment of the land for roads, open spaces, sites for public buildings and other public purposes, and the demarcation of areas subject to restrictive conditions and the zoning for use, height and density as indicated in the Outline Scheme.

V. ZONING. Use, density and height shall be as prescribed in the Outline Scheme for Zone A Residential.

VI. OPEN SPACES. All lands coloured green, hatched and cross hatched green on the map and referred to in the legend are hereby declared public open spaces. All such lands shall be vested in the Local Town Planning Commission and expropriated for the specific purpose for which it is destined

to be expropriated in the schedule hereto and in accordance with the Town Planning Ordinance 1936, provided that:

a) This shall not preclude the acquisition of such land by agreement with the owners,

b) By way of gift.

3. No building shall be erected on lands coloured green, save with the special consent of the Local Commission and for buildings incidental to the use of the land for agriculture or recreation.

VII. RECOVERY OF BETTERMENT TAX.

The cost of the scheme shall be met by a contribution to be known as betterment tax which shall be levied on owners of property which, whether included in the scheme or not, shall have increased in value by reason of the preparation, making or execution of the scheme, and such contribution shall be assessed and recovered in accordance with the provisions of the Town Planning Ordinance 1936, or any statutory modification or re-enactment thereof for the time being in force.

VIII. DRAINAGE AND WATER SUPPLY:

Every building shall drain to separate properly constructed septic tanks and percolating pits of a design and pattern approved by the Department of Health. Water shall be supplied by means of mains laid under the footways and connected to every individual house. The source of water shall be deep wells.

IX. LANDS DESTINED FOR EXPROPRIATION.

<u>Parcel No.</u>	<u>Area dun.</u>	<u>Purpose.</u>
41	3.280	Public Open Space.
Roads Nos. 11, 17, 17A, 96, 93, 95, 89, 92, 88, 92, 87(6)		Roads.
Space No XI	35.997	Nature Reserve.

NATHANYA LOCALITY PLANNING
COMMISSION

Scheme passed to District Commission for
provisional approval at the 20th
meeting held on Nov. 30th 1934

[Signature]
Chairman

OTHER STAMPS:

D.B.T.P.C.

PROVISIONAL APPROVAL
FINAL APPROVAL
BETTERMENT TAX

Confer Time Cbr

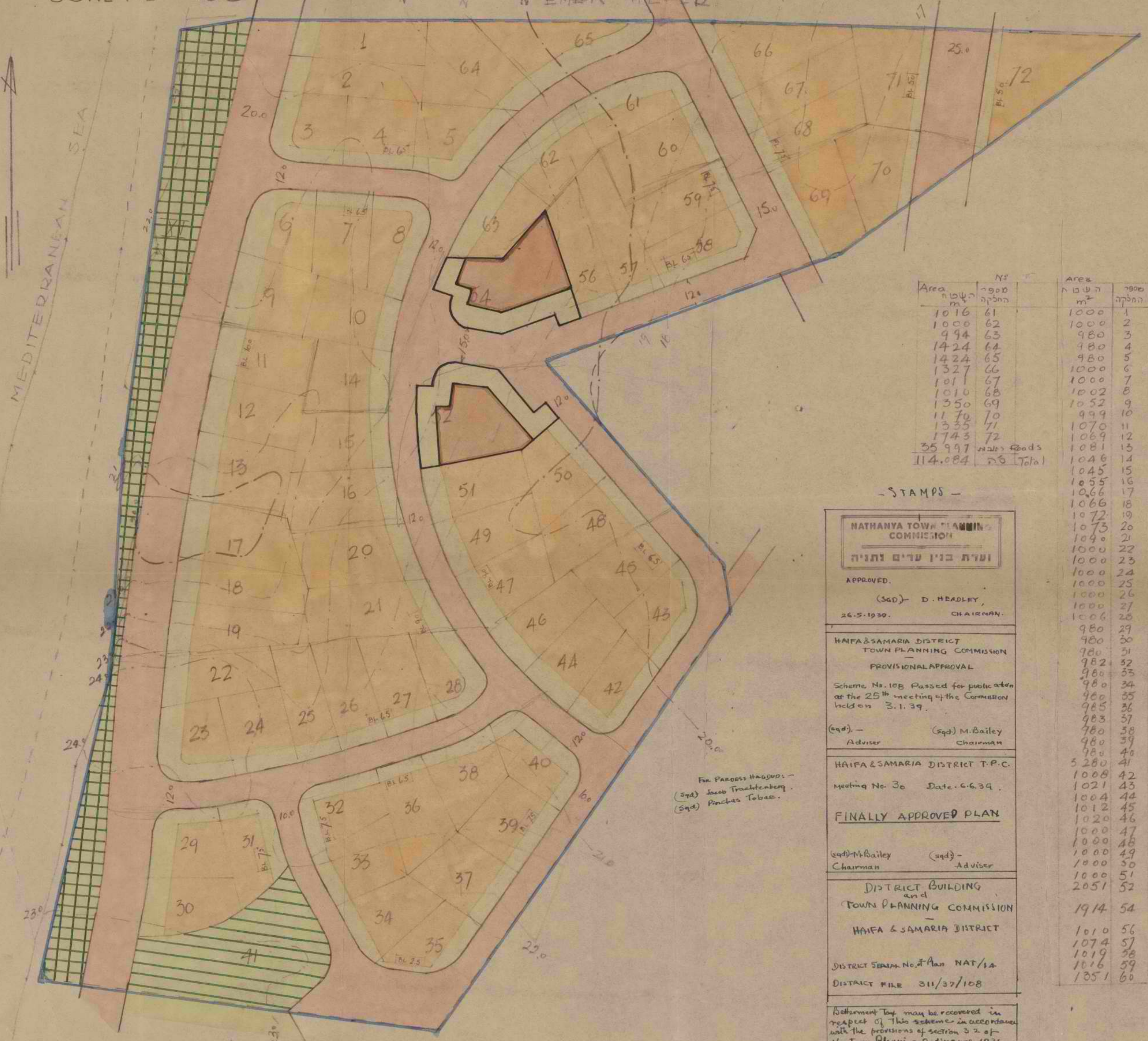
[Signature]
Sec. A.T.P.C.
Nathanya
12.5.40.



NATHANYA.
PARDESS HAGDUD - SAND DUNES
SCHEME 108

SCALE 1:1000 ק"מ

חולות הים-פרדס הגדוד .
נתניה .



Area	Nº	Area	Nº
1016	61	1000	1
1000	62	1000	2
994	63	980	3
1424	64	980	4
1424	65	980	5
1327	66	1000	6
1011	67	1000	7
1010	68	1002	8
1350	69	1052	9
1170	70	999	10
1335	71	1070	11
1743	72	1069	12
35997	73	1081	13
114084	74	1046	14
		1045	15
		1055	16
		1066	17
		1066	18
		1072	19
		1073	20
		1040	21
		1000	22
		1000	23
		1000	24
		1000	25
		1000	26
		1000	27
		1006	28
		980	29
		980	30
		980	31
		982	32
		980	33
		980	34
		980	35
		985	36
		983	37
		980	38
		980	39
		980	40
		5280	41
		1008	42
		1021	43
		1004	44
		1012	45
		1020	46
		1000	47
		1000	48
		1000	49
		1000	50
		1000	51
		2051	52
		1914	54
		1010	56
		1074	57
		1019	58
		1016	59
		1051	60

- STAMPS -

NATHANYA TOWN PLANNING COMMISSION
ועדת בנין ערים נתניה

APPROVED.
(Sgd) D. HEADLEY,
26.5.1939. CHAIRMAN.

HAIFA & SAMARIA DISTRICT TOWN PLANNING COMMISSION
PROVISIONAL APPROVAL

Scheme No. 108 Passed for publication at the 25th meeting of the Commission held on 3.1.39.

(Sgd) - (Sgd) M. Bailey
Adviser Chairman

HAIFA & SAMARIA DISTRICT T.P.C.
Meeting No. 30 Date: 6.6.39.

FINALLY APPROVED PLAN

(Sgd) M. Bailey (Sgd) -
Chairman Adviser

DISTRICT BUILDING and TOWN PLANNING COMMISSION
HAIFA & SAMARIA DISTRICT

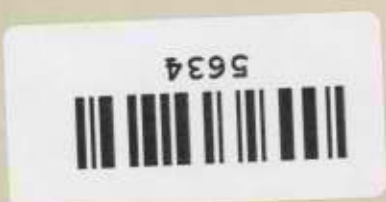
DISTRICT SEAM. No. 1 Plan NAT/12
DISTRICT FILE 311/37/108

I certify that this is a true copy of the scheme No. 108, as deposited in the Nathanya Town Planning Commission.

NATHANYA TOWN PLANNING COMMISSION
ועדת בנין ערים נתניה

- Sites Reserved for Public Buildings
Residential Zone A
Proposed Public Open Spaces
Nature Reserve
- 0.5 אקרים
0.5 אקרים
0.5 אקרים
0.5 אקרים

Settlement tax may be recovered in respect of this scheme in accordance with the provisions of section 32 of the Town Planning Ordinance 1936.



(14)

17

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

Ref. No. F/10/8/5.

DEPARTMENT OF LAND SETTLEMENT
HEADQUARTERS-JERUSALEM

23rd June, 1940.

Subject:- Afforestation of Nathanya
Sand Dunes.

25 JUNE 1940

CP/5/21(6)

Regd.

Reference: Your GP/5/21(6) of 24.4.40.

MINISTER OF AGRICULTURE
T OF PALESTINE

Director of Land Settlement.

I attach copy of a report from Forest Ranger Zichron, on the present condition of the Nathanya Sand Dunes with which your letter is concerned.

2. It appears that no scheme was ever submitted for the afforestation of the land, and it seems impossible at this stage to insist on anything more than has in fact been done.
3. I propose, in future leases, which contain similar clauses, to insist that the lessee shall really prepare and submit a clear and coherent afforestation scheme. The plan need not be elaborate, but it can contain all relevant information such as date of planting, number and species of trees, need for annual replacements of failures, and periodical inspection.
4. In the present case I suggest that the lessee be regarded as having done such afforestation as was required of him.

G. N. Sal.

Conservator of Forests.

GNS/YV.

Jerusalem, Haifa, Jaffa and Tel Aviv.

4. If further progress is to be in conformity with one consistent scheme, it is essential that all departmental requirements should be standardized in so far as is practicable. A basis of standardization could probably be most conveniently reached by the division of departmental organizations into functional units without reference, in the first place, to their geographical distribution. When these units have been defined, it should be practicable to determine what accommodation each requires and to arrange that this accommodation should be standard throughout the country. It would then be necessary to show how many units have to be accommodated at each sub-district headquarters and how many are situated at points

FOREST RANGER'S OFFICE,
ZICHRON JACOB.

15th May, 1940. 174

Subject:- Afforestation of Nathanya Sand Dunes.

Reference:- Copy of the Conservator of Forests' letter transmitted under your 8/18 of 4.5.40.

Assistant Conservator of Forests,
Northern Division.

The area was inspected on the 4th of May, 1940. About 40% of the surface of the land is now covered by woody species, partly natural and partly planted. Along the eastern boundary a belt consisting of several rows of Eucalyptus has been established. The trees are about 6 years old and in fair condition. Several patches of well grown Acacia cyanophylla and Acacia longifolia occupy the central part of the land, while TAMARIX has been planted successfully in clumps all over the area. These species seem to be here better at home than any other species tried.

Afforestation work appears to have started some 6 - 7 years ago and extended over the entire area, but owing to adverse climatic conditions (very strong sea-winds) there are still many blanks.

The Company have now installed a water-pipe, and intend to continue planting under irrigation.

Owing to effective protection, the natural vegetation, consisting mainly of Pistacia lentiscus, Ceratonia siliqua and Lycium, is in very good condition. The soil on most of the open spaces has now been stabilized by natural grasses and there seem now to be good prospects for successful replanting, if only a strong wind-break of Tamarix is first established near the shore.

Sgd. M. Schwartzman,
FOREST RANGER,
ZICHRON JACOB.

Jerusalem, Haifa, Jaffa and Tel Aviv.

4. If further progress is to be in conformity with one consistent scheme, it is essential that all departmental requirements should be standardized in so far as is practicable. A basis of standardization could probably be most conveniently reached by the division of departmental organizations into functional units without reference, in the first place, to their geographical distribution. When these units have been defined, it should be practicable to determine what accommodation each requires and to arrange that this accommodation should be standard throughout the country. It would then be necessary to show how many units have to be accommodated at each sub-district headquarters and how many are situated at points

(60)

SAND DUNES OF PARDESS HAGDUD INC.

TOWN PLANNING SCHEME NO. 108

SCHEDULE OF INDIVIDUAL PARCELS AS PER NAME AND NUMBER.

NAME	NUMBER OF PLOTS	TOTAL PLOTS	DUNAMS & METERS
1.S.FRIEDLANDER	29,30,31,32,33,34,35,36,37,38,39,40.	12	11.770
2.P.CAPLAN	22,23,24,25,26,27,28,42,43,44,45,46.	12	12.071
3.J.TRACHTENBERG	17,18,19,20,21,47,48,49,50,51,52.	11	12.418
4.J.J.JACOBS OR M. MACHNESS	11,12,13,14,16,54,56,57,68,59,69,70.	12	13.864
5.A. HERR	9,10,14,60,72.	5	6.191
6.A. FRIEDMAN	6, 7, 8, 61, 62, 63.	6	6.012
7.N. LIPMAN	3, 4, 5, 67, 68, 71.	6	6.296
8.P. TOBACK	1, 2, 64, 65, 66.	5	6.175

15

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

GP/5/21(6)

21st May 1940.

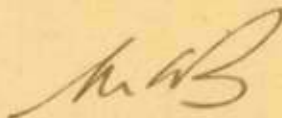
Director of Land Registration.

Subject:- State Domain No.D/Tul/106 -
Hanotaiah Ltd. and Pardess
Hagdud.

Reference: Your letter R.16753-3725 of
19th April 1940.

Dr. Bernard Joseph, the liquidator of the
Pardes Hagdud Inc., asked that approval
under the lease might be given to the
assignment of the individual parcels shown
in Town Planning Scheme No.108 to the
various members of Pardes Hagdud Inc. He
has been informed that this cannot be
agreed to.

In the circumstances I do not
consider the parcellation should be pro-
ceeded with for the present.



DIRECTOR OF LAND SETTLEMENT.

P.

L. R. ^{not stamp} file 43851/39
returned on 23.5.40

23.5.40

GP/5/21(6)

DEPARTMENT OF LAND SETTLEMENT,
JERUSALEM.

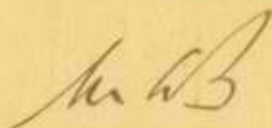
17th May 1940.

Gentlemen,

14
REPLIES 16 → 8

I have the honour to refer to your
letters No.P.153/2/A dated ^{16th} ~~24th~~ April 1940
and P.153/1/A dated 7th May 1940 in regard to .
the land of Umm Khalid leased on assignment to
Pardess Hagdud Inc. It is regretted that
the assignment of the individual parcels shown
in Town Planning Scheme No.108 to the various
members of Pardess Hagdud Inc. cannot be agreed
to.

I am, Gentlemen,
your obedient servant.



DIRECTOR OF LAND SETTLEMENT.

Messrs. Bernard Joseph & Co.,
P.O.B. 750,
Jerusalem.

STATE DOMAIN RENTS

Collected during the month of _____ 19__

District _____

Town or Village

Sub-District

[illegible][illegible]

Government of Palestine.

In replying to this letter please quote the date and reference number.

L/1/33



Chief Secretary's Office,
Jerusalem.

14 May, 1940.

Director of Land Settlement.

Subject :- State Domain - Umm Khalid,
Tulkarm sub-district. Leased
to Pardess Hagdud Inc.

Reference:- Your letter No.GP/5/21(6) of
the 24th April, 1940.

I am directed to inform you that
Government is advised that approval can be
refused.

R. C. H. Sney

CHIEF SECRETARY.

fr

Action 2 114
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Government of Maharashtra

Office of the Secretary

Department of Public Health and Family Welfare

Public Health and Family Welfare Department

Public Health and Family Welfare Department

Public Health and Family Welfare Department

Subject: [illegible]

Reference: [illegible]

Enclosure: [illegible]

For further details, please refer to the [illegible]

Yours faithfully,

[Signature]

[Name]

152

THIS INDENTURE is made on the day of
between Pardess Hagdud Inc. (in Vol.Liqu.), (hereinafter
referred to as the Assignor) of the one part and
of (hereinafter referred to as the Assignee)
of the other part;

WHEREAS an indenture of lease was made on July 4th,
1932, between His Excellency Sir Arthur G. Wauchope, High
Commissioner for and on behalf of the Government of Palestine,
hereinafter referred to as the Lessors, of the one part,
and Hanotaiah Ltd. of the other part, hereinafter referred
to as the Principal Assignor, by which all that area of land
comprising 1051.38 standard dunums more or less, registered
under Deed Nos.45/27 of 28.2.27, 119/26 of 26.11.26 and 79/30
of 28.1.30, in the Land Registry of Tulkarm, was demised to
Hanotaiah Ltd. for a period of ninety-nine years, under a
Deed of Lease a copy of which is attached hereto, initialled
by the parties, and

WHEREAS an indenture was made on the 16th day of
April, 1934, between Hanotaiah Ltd. of the one part, and Pardess
Hagdud Inc. of the other part, whereby Hanotaiah Ltd. assigned
to Pardess Hagdud Inc. all and singular that portion of the
premises comprised in and demised by the said lease consisting
of an area of approximately 114.084 dunums under an indenture
of assignment of lease, copy of which is attached hereto, and
initialled by the parties, and

WHEREAS the Assignor has gone into voluntary liquida-
tion, having appointed Dr. Bernard Joseph, Barrister-at-Law
of Jerusalem, Liquidator, and

WHEREAS it is desired to transfer the rights of the
Assignor in the said indenture of assignment of lease to the
individual members constituting Pardess Hagdud Inc. in
voluntary liquidation, or their nominees, by way of assignment

of lease by the assignor to the assignee, and

WHEREAS the Lessors have given their consent in writing, and

WHEREAS the Assignees are desirous of obtaining an assignment by the Assignor of part of the demised premises hereinafter described and the Assignor has agreed to make such assignment subject to the terms and conditions of the said lease, and the obligation of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of LP.1 paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee parcels of land situated in Matanya and more particularly described in the schedule attached hereto, and forming part of the said area of 114.084 dunums approximately.

To hold the same to the Assignee for the residue now unexpired of the term of 99 years created by the said lease, subject to the payment of the rents and performance and observance of the covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor henceforth during the said term of years to pay the rents reserved by the said lease in respect of the part of the demised premises the subject matter of these presents comprising the said parcels of land in proportion to the total rents payable, and to keep indemnified the Assignor from and against all actions, proceedings, claims, demands on account of the same or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that part of the premises comprised in and demised by the said lease which is in these presents described and

assigned on the days and in the manner therein provided and to observe all the covenants, conditions and stipulations therein contained, and on the Assignor's part to be performed and observed.

Nothing herein contained shall prejudice or affect the original reservation of rent, or the binding effect of the several stipulations contained in the said lease or the right of re-entry reserved to it by the lease for non-payment of rent, or breach or non-observance of any of the said covenants, conditions or stipulations.

Handwritten text, mostly illegible due to fading and bleed-through. The text appears to be a letter or a report, with several lines of cursive script. Some words are more legible than others, but the overall content is difficult to discern.

Handwritten text, likely a signature or a date, located in the lower right corner of the page. The text is written in a cursive style and is somewhat faded.

Land Settlement.

~~XXXXXXXXXXXX~~

GR/5/21(6)

D/Tul/106

24th April, 1940.

Conservator of Forests.

REPLIED

17

H.C.A.

Subject:- Afforestation of Natanya
Sand Dunes.

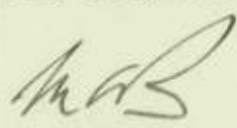
Reference: Your F/10/8/5 dated 10th
June, 1938.

fory

With further reference to my letter
No.D/Tul/106 dated 28th June, 1938, Government
has now been asked by Dr. Bernard Joseph to
approve the attached indenture with a view to
distributing the area leased to the Pardess
Hagdud Inc. and its members.

I shall be obliged if you will let me
know whether you consider that the Company have
carried out their obligations under the lease
so far as afforestation is concerned.

The land is covered by Town Planning
Scheme No.108, of which I have applied for a
copy, and it can no doubt be seen at Natanya.



DIRECTOR OF LAND SETTLEMENT.

הנני לאשר קבלת בקשתך בקשר עם הביטחון פצוים. הענין מקבל תשובות לב.
2. להבא נא להודיע את המספר הנמצא בפנה השבאלית העליונה של טופס זה.

R. F. JARDINE.

9a

THIS INDENTURE is made on the day of between Pardess Hagdud Inc. (in Vol.Liqu.), (hereinafter referred to as the Assignor) of the one part and of (hereinafter referred to as the Assignee) of the other part;

WHEREAS an indenture of lease was made on July 4th, 1932, between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, hereinafter referred to as the Lessors, of the one part, and Hanotaiah Ltd. of the other part, hereinafter referred to as the Principal Assignor, by which all that area of land comprising 1051.38 standard dunums more or less, registered under Deed Nos.45/27 of 28.2.27, 119/26 of 26.11.26 and 79/30 of 28.1.30, in the Land Registry of Tulkarm, was demised to Hanotaiah Ltd. for a period of ninety-nine years, under a Deed of Lease a copy of which is attached hereto, initialled by the parties, and

WHEREAS an indenture was made on the 16th day of April, 1934, between Hanotaiah Ltd. of the one part, and Pardess Hagdud Inc. of the other part, whereby Hanotaiah Ltd. assigned to Pardess Hagdud Inc. all and singular that portion of the premises comprised in and demised by the said lease consisting of an area of approximately 114.084 dunums under an indenture of assignment of lease, copy of which is attached hereto, and initialled by the parties, and

WHEREAS the Assignor has gone into voluntary liquidation, having appointed Dr. Bernard Joseph, Barrister-at-Law of Jerusalem, Liquidator, and

WHEREAS it is desired to transfer the rights of the Assignor in the said indenture of assignment of lease to the individual members constituting Pardess Hagdud Inc. in voluntary liquidation, or their nominees, by way of assignment

CHAPTER 1

1. The purpose of this study is to determine the effect of the various factors which influence the rate of growth of the human body.

2. The study is divided into two parts: the first part deals with the factors which influence the rate of growth of the human body, and the second part deals with the factors which influence the rate of growth of the human body.

3. The first part of the study is divided into three sections: the first section deals with the factors which influence the rate of growth of the human body, the second section deals with the factors which influence the rate of growth of the human body, and the third section deals with the factors which influence the rate of growth of the human body.

4. The second part of the study is divided into two sections: the first section deals with the factors which influence the rate of growth of the human body, and the second section deals with the factors which influence the rate of growth of the human body.

5. The first section of the second part of the study is divided into three sections: the first section deals with the factors which influence the rate of growth of the human body, the second section deals with the factors which influence the rate of growth of the human body, and the third section deals with the factors which influence the rate of growth of the human body.

6. The second section of the second part of the study is divided into two sections: the first section deals with the factors which influence the rate of growth of the human body, and the second section deals with the factors which influence the rate of growth of the human body.

7. The first section of the third part of the study is divided into three sections: the first section deals with the factors which influence the rate of growth of the human body, the second section deals with the factors which influence the rate of growth of the human body, and the third section deals with the factors which influence the rate of growth of the human body.

8. The second section of the third part of the study is divided into two sections: the first section deals with the factors which influence the rate of growth of the human body, and the second section deals with the factors which influence the rate of growth of the human body.

9. The first section of the fourth part of the study is divided into three sections: the first section deals with the factors which influence the rate of growth of the human body, the second section deals with the factors which influence the rate of growth of the human body, and the third section deals with the factors which influence the rate of growth of the human body.

10. The second section of the fourth part of the study is divided into two sections: the first section deals with the factors which influence the rate of growth of the human body, and the second section deals with the factors which influence the rate of growth of the human body.

11. The first section of the fifth part of the study is divided into three sections: the first section deals with the factors which influence the rate of growth of the human body, the second section deals with the factors which influence the rate of growth of the human body, and the third section deals with the factors which influence the rate of growth of the human body.

of lease by the assignor to the assignee, and

WHEREAS the Lessors have given their consent in writing, and

WHEREAS the Assignees are desirous of obtaining an assignment by the Assignor of part of the demised premises hereinafter described and the Assignor has agreed to make such assignment subject to the terms and conditions of the said lease, and the obligation of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of LP.1 paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee parcels of land situated in Natanya and more particularly described in the schedule attached hereto, and forming part of the said area of 114.084 dunums approximately.

To hold the same to the Assignee for the residue now unexpired of the term of 99 years created by the said lease, subject to the payment of the rents and performance and observance of the covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor henceforth during the said term of years to pay the rents reserved by the said lease in respect of the part of the demised premises the subject matter of these presents comprising the said parcels of land in proportion to the total rents payable, and to keep indemnified the Assignor from and against all actions, proceedings, claims, demands on account of the same or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that part of the premises comprised in and demised by the said lease which is in these presents described and

assigned on the days and in the manner therein provided and to observe all the covenants, conditions and stipulations therein contained, and on the Assignor's part to be performed and observed.

Nothing herein contained shall prejudice or affect the original reservation of rent, or the binding effect of the several stipulations contained in the said lease or the right of re-entry reserved to it by the lease for non-payment of rent, or breach or non-observance of any of the said covenants, conditions or stipulations.

THIS INDENTURE is made on the day of
between Pardess Hagdud Inc. (in Vol.Liqu.), (hereinafter
referred to as the Assignor) of the one part and
of (hereinafter referred to as the Assignee)
of the other part;

WHEREAS an indenture of lease was made on July 4th,
1932, between His Excellency Sir Arthur G. Wauchope, High
Commissioner for and on behalf of the Government of Palestine,
hereinafter referred to as the Lessors, of the one part,
and Hanotaiah Ltd. of the other part, hereinafter referred
to as the Principal Assignor, by which all that area of land
comprising 1051.38 standard dunums more or less, registered
under Deed Nos.45/27 of 28.2.27, 119/26 of 26.11.26 and 79/30
of 28.1.30, in the Land Registry of Tulkarm, was demised to
Hanotaiah Ltd. for a period of ninety-nine years, under a
Deed of Lease a copy of which is attached hereto, initialled
by the parties, and

WHEREAS an indenture was made on the 16th day of
April, 1934, between Hanotaiah Ltd. of the one part, and Pardess
Hagdud Inc. of the other part, whereby Hanotaiah Ltd. assigned
to Pardess Hagdud Inc. all and singular that portion of the
premises comprised in and demised by the said lease consisting
of an area of approximately 114.084 dunums under an indenture
of assignment of lease, copy of which is attached hereto, and
initialled by the parties, and

WHEREAS the Assignor has gone into voluntary liquida-
tion, having appointed Dr. Bernard Joseph, Barrister-at-Law
of Jerusalem, Liquidator, and

WHEREAS it is desired to transfer the rights of the
Assignor in the said indenture of assignment of lease to the
individual members constituting Pardess Hagdud Inc. in
voluntary liquidation, or their nominees, by way of assignment

of lease by the assignor to the assignee, and

WHEREAS the Lessors have given their consent in writing, and

WHEREAS the Assignees are desirous of obtaining an assignment by the Assignor of part of the demised premises hereinafter described and the Assignor has agreed to make such assignment subject to the terms and conditions of the said lease, and the obligation of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of LP.1 paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee

parcels of land situated in Matanya and more particularly described in the schedule attached hereto, and forming part of the said area of 114.084 dunums approximately.

To hold the same to the Assignee for the residue now unexpired of the term of 99 years created by the said lease, subject to the payment of the rents and performance and observance of the covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor henceforth during the said term of years to pay the rents reserved by the said lease in respect of the part of the demised premises the subject matter of these presents comprising the said parcels of land in proportion to the total rents payable, and to keep indemnified the Assignor from and against all actions, proceedings, claims, demands on account of the same or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that part of the premises comprised in and demised by the said lease which is in these presents described and

assigned on the days and in the manner therein provided and to observe all the covenants, conditions and stipulations therein contained, and on the Assignor's part to be performed and observed.

Nothing herein contained shall prejudice or affect the original reservation of rent, or the binding effect of the several stipulations contained in the said lease or the right of re-entry reserved to it by the lease for non-payment of rent, or breach or non-observance of any of the said covenants, conditions or stipulations.

DR. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZVI SHWARZ
ADVOCATE

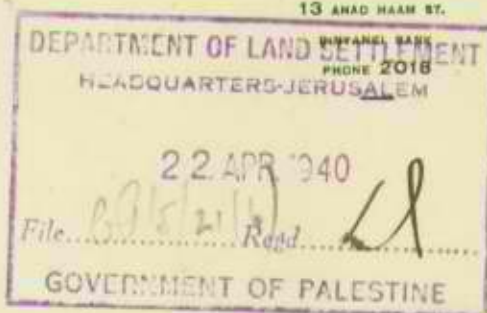
الدكتور برنارد جوزيف
محامي و كاتب عدل
تسفي شوارتز محامي
شارع الاميرة ماري القدس
ص.ب. ٧٥٠ تلفون ٤٢١٩
المكتب في تل ابيب
١٣ شارع احمد عام تلفون ٢٠١٨

BERNARD JOSEPH & Co.

ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
GENERAL BLDG.
P.O.B. 750 PHONE 4219
TELEGRAMS: "BERJOSEPH" JERUSALEM

TEL-AVIV OFFICE
13 AHAD HAAM ST.



REF. P 153/2/A

ברנרד יוסף ושות'

עורכי-דין
ד"ר ברנרד יוסף
עורכין וטורין
צבי שורץ
עורכין
ירושלים
רחוב הנסיכה מרי
בנין ג'נרלי
ת.ד. 750 טלפון 4219
המשרד בתל-אביב
רח' אחד העם 13
בניני בנק
טלפון 2018

JERUSALEM, April 16th, 1940 ירושלים

The Commissioner for Lands and Surveys,
Jerusalem.

Sir,

I have the honour to refer to my letter of
March 26th, enclosing a form of indenture covering
an assignment in accordance with the parcellation
plan relating to the lands leased to Pardess Hagdud
Inc.

I should be very much obliged to receive
your reply at your early convenience.

I have the honour to be,

Sir,

Your obedient Servant,

Bernard Joseph

Paul Paul up of 10/10/40
B

10/10/40

10/10/40

10/10/40

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

W. H. & C. O.

2

MADE IN ENGLAND

1111

R.16753- 3725

DIRECTOR OF LAND REGISTRATION
P.O.B. 190,
JERUSALEM.

19th April, 1940

DEPARTMENT OF LAND SETTLEMENT
HEADQUARTERS-JERUSALEM

Director of Land Settlement.

19 APR 1940

File D/Tul/106 Regd. *LP*
GOVERNMENT OF PALESTINE

Subject :- State Domain No. D/Tul/106 -
Hanotaiah Ltd. and Pardess
Hagdud.

Reference:- Attached File 851/1939-
Natanya.

The lands subject matter of the above quoted transaction were originally leased to the Hanotaiah Ltd., and sub-leased to Pardess Hagdud.

2. It appears from a copy of a letter sent by you to Mr. Bernard Joseph, Liquidator of the Pardess Hagdud (folio 17) that you would have no objection to the final approval of the parcellation plan if the Town Planning Scheme referred to is No.166.

3. It is observed that the Town Planning Scheme in this file is marked as No.108 and I shall be grateful if you will inform me :-

- (a) Whether you have any objection to the said scheme No.108.
- (b) Whether the written consent to the said parcellation was granted.
- (c) Whether you will join in the application for parcellation.
- (d) Under section 8 of the Deed of Lease all existing Public roads paths and high-ways are excluded from the land demised. Applicants desire to create new roads in consequence of the parcellation scheme. These areas will, as a matter of course, be registered in the name of the High Commissioner as separate parcels similar to all other parcels referred to in the parcellation plan as the land is Government land.

4. So far applicants did not raise the question of abatement of rent in respect of these areas. The only statement made by applicants is that they agree that these parcels should be excluded from the provisions of the lease.

5. I should, therefore, like to know whether you agree that such parcels be released from the provisions of the said lease and if so whether your consent will be subject to any special conditions in connection with a possible forthcoming claim for an abatement of rent.

BF/E.

for DIRECTOR OF LAND REGISTRATION.

Land Settlement.
XXXXXXXXXXXXXX

SD/1/2(5)

15th April, 1940.

Secretary
District Town Planning Commission,
District Commissioner's Office, Nablus.

Subject:- Scheme No.108 - Pardess
Hagdud - Natanya. *M.C.N.*

Reference: My letter SD/1/2(5) of
28.3.39.

I shall be obliged if a copy of the
finally approved plan of the above scheme
may be supplied to me as requested in the
last paragraph of my above quoted letter.

[Signature]
DIRECTOR OF LAND SETTLEMENT.

Copy to: D/Tul/106. *✓*

A.

*Plan received and
placed at (19)
file
16/8/40*

Claim No.
رقم الطلب
7009 7008

OFFICE OF THE
COMMISSIONER FOR LANDS AND SURVEYS,
P. O. Box 1184,
JERUSALEM.

To,

The receipt of your application regarding compensation is hereby acknowledged.
The matter is receiving attention.

2. In any further communication you should quote the reference number which you see at the top left-hand corner of this letter.

لنرفقكم بوصول طلبكم بشأن التمويل وانه سينظر فيه بعين الاعتبار

٣. الرجاء لدى المراسلة فيما بعد ان تذكروا الرقم الذي ترونه في اعلى هذا التحرير من

DR. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZVI SHWARZ
ADVOCATE

الدكتور برنارد جوزيف
محامي وكاتب عدل
تسفي شوارتز محامي
شارع الاميرة ماري القدس
م.ب. ٧٥٠ تلفون ٤٢١٩
المكتب في تل ابيب
١٣ شارع اجدعما تلفون ٢٠١٨

BERNARD JOSEPH & Co.
ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
GENERAL BLDG.
P.O. B. 750 PHONE 4219
TELEGRAMS: „BERJOSEPH“ JERUSALEM

TEL-AVIV OFFICE
13 AHAD HAAM ST.
BINYANEI BANK
PHONE 2018



REF. P153/2/A

JERUSALEM, March 26th,
1940.

ירושלים

The Commissioner for Lands and Surveys,
Jerusalem.

Sir,

Ref. D/TUL/106.

I have the honour to address you in my capacity
as Liquidator of Pardess Hagdud Inc.

Inasmuch as the parcellation scheme of the lands
leased to Pardess Hagdud Inc. has been finally approved,
I desire to proceed with the distribution of the shares
in the said leasehold interest among the members of Pardess
Hagdud Inc. by way of assignment in accordance with the
parcellation plan.

I beg to submit herewith a form of indenture
covering such an assignment, for your consideration.

Upon your having settled the final draft of
such indenture, I shall proceed with the distribution of
the said shares as expeditiously as possible.

I have the honour to be,
Sir,
Your obedient Servant,

BERNARD JOSEPH

ברנרד יוסף ושות'

עורכי-דין
ד"ר ברנרד יוסף
עורכי-דין ונוטריון
צבי שורץ
עורכי-דין
ירושלים
רחוב הנסיכה מרי
בנין ג'נרלי
ת.ד. 750 טלפון 4219
המשרד בתל-אביב
רח' אחד העם 13
בניני בנק
טלפון 2018

Handwritten notes and signatures: "Remi 8", "H. O. A.", "Regd.", "11".

THIS INDENTURE is made on the day of between Pardess Hagdud Inc. (in vol. Liqu.), (hereinafter referred to as the Assignor) of the one part, and (hereinafter referred to as the Assignee) of the other part;

WHEREAS an indenture of lease was made on July 4th, 1932, between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, hereinafter referred to as the Lessors, of the one part, and Hanotaiah Ltd. of the other part, hereinafter referred to as the Principal Assignor, by which all that area of land comprising 1051.38 standard dunams more or less, registered under Deed Nos. 45/27 of 28.2.27, 119/26 of 26.11.26 and 79/30 of 28.1.30, in the Land Registry of Tulkarem, was demised to Hanotaiah Ltd. for a period of ninety-nine years, under a Deed of Lease a copy of which is attached hereto, initialled by the parties, and

WHEREAS an indenture was made on the 16th day of April, 1934, between Hanotaiah Ltd., of the one part, and Pardess Hagdud Inc. of the other part, whereby Hanotaiah Ltd. assigned to Pardess Hagdud Inc. all and singular that portion of the premises comprised in and demised by the said lease consisting of an area of approximately 114.084 dunams under an indenture of assignment of lease, copy of which is attached hereto, and initialled by the parties, and

WHEREAS the Assignor has gone into voluntary liquidation, having appointed Dr. Bernard Joseph, Barrister-at-Law of Jerusalem, Liquidator, and

WHEREAS it is desired to transfer the rights of the Assignor in the said indenture of assignment of lease to the individual members constituting Pardess Hagdud Inc. in volun-

tary liquidation, or their nominees, by way of assignment of lease by the assignor to the assignee, and

WHEREAS the Lessors have given their consent in writing, and

WHEREAS the Assignees are desirous of obtaining an assignment by the Assignor of part of the demised premises hereinafter described and the Assignor has agreed to make such assignment subject to the terms and conditions of the said lease, and the obligation of the Assignor thereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in consideration of LP 1.- paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee

parcels of land situated in Nathanya and more particularly described in the schedule attached hereto, and forming part of the said area of 114.084 dunams approximately.

To hold the same to the Assignee for the residue now unexpired of the term of 99 years created by the said lease, subject to the payment of the rents and performance and observance of the covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor henceforth during the said term of years to pay the rents reserved by the said lease in respect of the part of the demised premises the subject matter of these presents comprising the said parcels of land in proportion to the total rents payable, and to keep indemnified the Assignor from and against all actions, proceedings, claims, demands on account of the same or in any way relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that part of the premises comprised in and demised by the said lease

which is in these presents described and assigned on the days and in the manner therein provided and to observe all the covenants, conditions and stipulations therein contained, and on the Assignor's part to be performed and observed.

Nothing herein contained shall prejudice or affect the original reservation of rent, or the binding effect of the several stipulations contained in the said lease or the right of re-entry reserved to it by the lease for non-payment of rent, or breach or non-observance of any of the said covenants, conditions or stipulations.

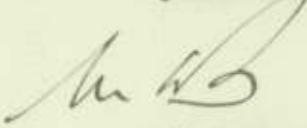
SP/5/21(6)
D/Tul/106

22nd March 1940.

Gentlemen,

I have the honour, in reply to your letter No.P153/2/A dated 17th March 1940, to inform you that, if the Town Planning Scheme referred to is Scheme No.166 - North Natanya, I informed the District Town Planning Commission, Haifa, on 28th August 1939, that I had no objection to its final approval provided the boundary of State Domain No. D/Tul/106 was indicated on the final plan.

I am, Gentlemen,
your obedient servant.


A/COMMISSIONER OF LANDS
AND SURVEYS.

Messrs. Bernard Joseph & Co.,
P.O.Box 750,
Jerusalem.

הנני לאשר קבלת בקשתך בקשר עם הביעת פצוים. הענין נקבל תשובות לב.
2. להבא נא להודיר את המספר הנמצא בפנה השמאלית העליונה של טופס זה.

R. F. JARDINE.

DR. BERNARD JOSEPH
BARRISTER-AT-LAW & NOTARY PUBLIC
ZVI SHWARZ
ADVOCATE

الدكتور برنارد جوزيف
محامي وكاتب عدل
تسفي شوارتز محامي
شارع الاميرة ماري القدس
ص.ب. ٧٥٠ تلفون ٤٢١٩
المكتب في تل ابيب
١٣ شارع احمدهام تلفون ٢٠١٨

BERNARD JOSEPH & Co.

ADVOCATES

JERUSALEM
PRINCESS MARY AVE.
GENERAL BLOC.
P.O. B. 750 PHONE 4219
TELEGRAMS: „BERJOSEPH“ JERUSALEM

TEL-AVIV OFFICE
13 AHAD HAAM ST.
BINYANEI BANK
PHONE 2018

COMMISSIONER FOR LANDS & SURVEYS
HEADQUARTERS-JERUSALEM

19 MAR 1940

File 38/5/21/6 Regd. 68

GOVERNMENT OF PALESTINE

ברנרד יוסף ושות'

עורכי-דין
ד"ר ברנרד יוסף
עורדין ונוטריון
צבי שורץ
עורדין
ירושלים
רחוב הנסיכה מרי
בניין ג'נרלי
ת.ד. 750 טלפון 4219
המשרד בתל-אביב
רח' אהרן העם 13
בנין בנק
טלפון 2018

REF. P153/2/A

JERUSALEM, March 17th,
1940. ירושלים

The Commissioner for Lands and Surveys,
JERUSALEM.

Sir,

I have the honour to refer to your letter of
August 16th, 1938, relating to the parcellation of the
land leased to Pardess Hagdud Inc., and to request you
to give your final approval of the said parcellation,
in accordance with the plans contained in Settlement
File No. 851/39.

I have the honour to be,

Sir,

Your obedient Servant,

Bernard Joseph & Co.

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NEW YORK

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1897

1897

MADE IN FINLAND

1897

SD/1/2(5)

28th August 1939.

Secretary,
District Town Planning Commission,
District Commissioner's Office,
Haifa.

Subject:- Scheme No.166 - North
Nathanya.

Reference: Your 271/429 of 15th
August 1939.

in SD 1/2(5)

The plan of the above scheme is
returned to you herewith.

I have no objection to the final
approval of the above scheme provided
the boundary of State Domain D/Tul/106
as indicated by me in red on the attached
plan will be shown on the final plan.

(sd) B. h. Hala
A/COMMISSIONER FOR LANDS
AND SURVEYS. *h*

✓ Copy to ~~D/Tul/106~~ GP/5/21(6)

/P

(4) E. L. Allen

RECEIVED (1910)

GP/5/21(6)

14th May 1939.

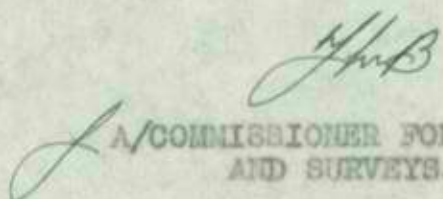
District Officer,
Natanya. Talkam.

Subject:- Government property -
Natanya Block 8273,
parcels 2 and 11.

The State Domain property originally
recorded under State Domain No.D/Tul/106 has
now been recorded under GP/5/21(6).

2. I shall, therefore, be obliged if
you will use the new number in all future
correspondence relating to this property.

History Sheet is attached herewith.


J A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Registrar of Lands, Natanya.
File D/Tul/106. *Talkam.*

/P

STATE DOMAIN No. GP/5/2*(6)

Town or Village:- Nathanya, Tulkarm Sub-District.

Situation:-

Land Registry Deed 132 Vol. Folio Date 16.3.39

Block No.:- 8273

Block Name:- -

Parcel No.:- & 11 & 2

Name of Property:-

Category of Property:- Miri.

Area 114

Dunum

098

Sq. Metres

Share In whole.

Description:- Sandy Land.

Other Rights Affecting Property:-

Remarks:- Entered in Book NO.

Folio NO.

102 161
47 26